

## **SUMMARY of APS Automated Pawn System Joint Powers Agreement Between City of Minneapolis and State of Minnesota, Department of Public Safety**

### **Purpose**

The State is in need of software to maintain a database of transactions from licensed pawnbroker shops and to provide access to such a database to law enforcement agencies statewide as part of the CriMNet criminal justice information system. The City has developed and maintains such software, known as APS Automated Pawn System ("APS"), and wishes to license use and other rights of APS, and provide support services for APS to the State.

### **Effect Date**

Whichever is later, May 1, 2003, or the date all required signatures are obtained.

### **General Provisions**

This is a joint powers agreement between the State of Minnesota, Dept of Public Safety (State) and the City of Minneapolis (City) as provided for in Minn. Statute 471.59, subd. 10 and contains general provisions and conditions common to such agreements.

### **What The City Is Licensing The State To Do**

The City licenses the State to:

- Access, modify and enhance the APS Automated Pawn System
- Integrate access to APS into the CriMNet system and deploy APS statewide
- Include APS as a component of CriMNet when marketed to other states or agencies
- Administer all aspects of APS and recover its cost through user fees it sets
- Price, market, sub-license and support implementation and use of the APS Automated Pawn System outside Minnesota
- Design and implement a browser interface for APS
- Develop and implement ability to securely access APS via the world wide web

### **Support Services the City Will Provide**

The City will provide statewide rollout and implementation support for APS until June 30, 2004, or until the State assumes those functions, whichever occurs first. Support includes:

- Statewide system administration of the APS Automated Pawn System.
- Statewide training for APS Automated Pawn System law enforcement users.
- Statewide 5x8 support to APS Automated Pawn System Jurisdiction Administrators.
- Statewide ordinance development and implementation support for local contributing jurisdictions.
- APS database management.
- Programming support for current client-based and future browser based APS Automated Pawn System.
- Invoicing, receiving and retaining all APS contributing jurisdiction billable transaction fees and access fees from query only jurisdictions.

### **Support Services the State Will Provide**

The State will:

- House and maintain all APS related hardware.
- Provide network administration, connection support, system monitoring, hardware enhancements and upgrades.
- Provide all network access, support and enhancements for APS statewide.
- Provide all software, software upgrades and software licenses required to operate the APS Automated Pawn System, both as a client based application and as a web based application.

- Provide the APS Automated Pawn System source code and schema changes, enhancements and modifications needed to incorporate it into the CriMNet interface, both as a client based application and as a web based application.
- Provide local and long-distance phone service, cell phones and pagers, as appropriate, for the APS project support staff.
- Provide reimbursement of all expenses incurred by the City and/or APS support staff in the performance of this agreement, including travel and mileage, long-distance phone service, cell phones and pagers.
- If support is to be provided from the State facilities, provide up to five workstations, as required, equipped with individual computers networked to the APS fileservers for the APS project support staff.

### **Compensation the City Will Receive**

For right to use, modify and enhance the APS Automated Pawn System, incorporate it as part of CriMNet and deploy it statewide	\$490,000 Plus unlimited free use of APS for five years - estimated value \$175,000
For 5 (five) years following the effective date of the agreement, for right to market and support APS as part of CriMNet to political subdivisions outside Minnesota	\$5,000 Per Occurrence
For 5 (five) years following the effective date of the agreement, for each political subdivision or law enforcement agency outside Minnesota that the State sub-licenses and supports APS	\$5,000 or 10% of the sub-license fee, whichever is greater
For 5 (five) years following the effective date of the agreement, for each out of state political subdivision or law enforcement agency the State provides access to, or services of, the APS Automated Pawn System on a per transaction fee basis	5% of the total transaction fees collected
For 5 (five) years following the effective date of the agreement, for each out of state political subdivision or law enforcement agency the State provides access to, or services of, the APS Automated Pawn System on an other than per transaction or sub-license basis	5% of the total fees collected
For statewide rollout and implementation support services provided by the City	Full documented costs and expenses up to \$38,000 monthly, less billable transaction and user fees collected and retained by the City